half of his employer, to protect his interest or save him from loss, or whether he was acting on behalf of the state, to aid the police in bringing a criminal to justice. In the former case, it is held that the act is within the scope of his employment and that the principal is liable. *Lynch* v. *Metropolitan Elev. R. Co.*, 90 N. Y. 77, 43 Am. Rep. 141; *Palmeri* v. *Manhattan R. Co.*, 133 N. Y. 261, 30 N. E. 1001, 16 L. R. A. 136, 28 Am. St. Rep. 632; *West Chicago St. R. Co.* v. *Luleich*, 85 Ill. App. 643. In the latter, where he acts in the interest of the state, it is held that he exceeds the limits of his authority, and that the principal is not liable. *Allen* v. *London & S. W. R. Co.*, L. R. 6 Q. B. 65; *Mulligan* v. *New York, etc., R. Co.*, 129 N. Y. 506, 29 N. E. 952, 14 L. R. A. 791, 26 Am. St. Rep. 539; *Daniel* v. *Atlantic C. L. R. Co.*, 136 N. C. 517, 48 S. E. 816, 67 L. R. A. 455. The holding in the principal case is in accord with the decisions, and seems entirely sound on principle, the arrest being unnecessary to protect the company's property after good money had been exchanged for the suspicious money.

BAILMENTS—INJURIES TO BAILED ANIMALS—ELEMENTS OF DAMAGES.—The plaintiff bailed two horses to the defendant at an agreed rental. The horses were negligently injured by the defendant and returned to the plaintiff in an injured condition. The plaintiff employed a veterinary surgeon to treat the horses, and sued to recover the amount paid the veterinary. *Held*, the plaintiff can recover. *Mecom* v. *Vinton* (Tex.), 191 S. W. 763.

The usual measure of damages for injuries to animals is the difference in the market value of the animal before and after the injury. *Hoover* v. *Baltimore, etc., Co.*, 158 Ill. App. 292; *Wilson* v. *Seattle, etc., Ry. Co.*, 55 Wash. 656, 104 Pac. 1114. It is the duty of one who has been damaged by another to exercise all reasonable care and employ all reasonable remedies to reduce the damages; and this rule applies with peculiar force where the subject of the injury is an animal, since in such cases great damage may often be averted by the exercise of a little care. *French* v. *Vining*, 102 Mass. 132, 3 Am. Rep. 440. Since this duty is imposed upon the owner of the animal, he may recover any reasonable expense incurred in treating the injured animal. *Ulit* v. *Biggs*, 53 Tex. Civ. App. 529, 116 S. W. 126; *Sullivan* v. *City of Anderson*, 81 S. C. 478, 62 S. E. 862. And the bailor may recover the expense of any reasonable care to the animal, even though it dies. See *Pusey* v. *Webb* (Del.), 47 Atl. 701. And if the bailor acts in good faith, he may recover for veterinary services which were in fact improper and contributed to the death of the animal. *Eastman* v. *Sanborn*, 3 Allen (Mass.) 594. It also follows that the owner of the animal may himself recover for the time expended in treating the animal. *Gillett* v. *Western Ry. Corp.*, 8 Allen (Mass.) 560. The basis of the holding in all these cases is that if the animal recovers the bailee ultimately benefits by the services rendered it. *Watson* v. *Lisbon Bridge*, 14 Me. 201.

The plaintiff must, of course, act in good faith and with reasonable care in order to fix liability upon the defendant for the expense of treating the animal. *Eastman* v. *Sanborn*, *supra*. Thus, he cannot expend

more in curing the animal than it is worth. *Southern Ry. Co.* v. *Stearnes,* 8 Ga. App. 111, 68 S. E. 623; *Keyes* v. *Minneapolis, etc., Co.,* 36 Minn. 290, 30 N. W. 888.

CARRIERS—AGREED VALUATION OF GOODS—THEFT BY SERVANTS OF THE CARRIER.—The plaintiff, in order to obtain a lower freight rate, delivered goods to the defendant company for transportation from one state to another under an agreement limiting the amount of recovery in case of loss to $50, which was much less than the actual value of the goods. The defendant's rates were filed with the Interstate Commerce Commission as required by law. The goods were stolen by one of the company's servants, and the plaintiff sued to recover their full value. *Held,* the plaintiff can only recover $50, the agreed valuation. *D'Utassy* v. *Barrett* (N. Y.), 114 N. E. 786.

Common carriers are now generally allowed to limit their common law liability by just and reasonable limitation. *Railroad Co.* v. *Lockwood,* 17 Wall. 357; *Southern Exp. Co.* v. *Caldwell,* 21 Wall. 264. And where a bill of lading is delivered to a shipper and accepted by him, he is, by the weight of authority, presumed to have acquiesced in its provisions; and it becomes a valid contract of shipment between him and the carrier. *De Wolff* v. *Adams Exp. Co.,* 106 Md. 472, 67 Atl. 1099. The courts have never permitted the carriers to limit their liability for negligence. See *Railroad Co.* v. *Lockwood, supra.* But cases in which the carrier attempts to limit its liability for negligence must be distinguished from those in which the parties, in order to determine the amount of the freight charges, agree to a fixed valuation for the goods. Such agreements are quite generally upheld, even where the loss is occasioned by negligence. *Hart* v. *Pennsylvania R. Co.,* 112 U. S. 331; *Alair* v. *Northern Pac. R. Co.,* 53 Minn. 160, 54 N. W. 1072, 19 L. R. A. 764. But see *Baltimore & O. R. Co.* v. *Oriental Oil Co.,* 51 Tex. Civ. App. 336, 111 S. W. 979. And, where the shipper understands the conditions, the validity of a contract for agreed valuation is not affected by the fact that the carrier uses bills of lading which fix an arbitrary value for all packages unless a greater value is stated and a higher charge paid. *Pierce* v. *Wells Fargo Co.,* 189 Fed. 561. But some courts consider such arbitrary valuations merely an attempt to limit liability for negligence and do not enforce them. *Everett* v. *Norfolk & S. R. Co.,* 138 N. C. 68, 50 S. E. 557, 1 L. R. A. (N. S.) 985; *Hansen* v. *Great N. R. Co.,* 18 N. D. 324, 121 N. W. 78.

By the passage of the Carmack Amendment Congress manifested an intent to regulate interstate transportation of property by federal law to the exclusion of the states. *Adams Exp. Co.* v. *Croninger,* 226 U. S. 491; *Missouri, etc., R. Co.* v. *Harriman,* 227 U. S. 657. It was thought at first that this Act forbade common carriers to limit their liability and protect themselves by making their freight rates dependent upon the value of the articles transported. *Vigouroux* v. *Platt,* 62 Misc. 364, 115 N. Y. Supp. 800. But it has now been fully established that the Act does not prohibit this, and that a carrier may accomplish this by a bill of lading which declares that the goods shall be considered as having a certain value, unless a greater value is declared. *Adams Exp. Co.* v.